

OutsideIN MS, LLC Waiver and Release of Liability

READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any way in OUTSIDEIN MS, LLC's outdoor recreation programs and related activities (Activities) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1) ACKNOWLEDGE, agree, and represent that I understand the nature of kayaking and hiking and related activities and that I am qualified, in good health, in proper physical condition to participate in such activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. If I decide to leave early and not complete the trip as planned, I assume all risks inherent in my decision to leave.

2) FULLY UNDERSTAND that: (a) kayaking and hiking and related ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3) HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE OutsideIN MS, LLC, or its owner, Robin Seage Person, or any other participants, any sponsors, advertisers, and owners and lessors of the premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMEAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, on anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

FOR ADULTS:

Participant's Name: First _____ Last _____

Phone: _____

Participant's Date of Birth: I certify that I am 18 years or older

Participant's address: [Number & Street] _____

Address Line 2: _____ Country: _____

City: _____ State/Province: _____

Zip/Postal: _____

Email address (please print): _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

Participant's signature: _____

Date: _____

FOR MINORS:

Minor's Name: First _____ Last: _____

Phone: _____

Minor's Date of Birth: Month _____ Date _____ Year _____

Minor's Address: [Number & street] _____

Minor's Address Line 2: _____ Country: _____

City: _____ State/Province: _____

Zip/Postal: _____

Parent or Guardian's Name: First _____ Last _____

Parent or Guardian's Phone: _____

Parent or Guardian's Email address (please print): _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document as set forth above.

Parent or Guardian's Signature: _____

Date: _____